

**AMENDMENT NUMBER 1
TO
CONTRACT NO. DIR-SDD-1880
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
CSI LEASING, INC.**

This Amendment Number 1 to Contract Number DIR-SDD-1880 ("Contract") is between the Department of Information Resources ("DIR") and CSI Leasing, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 4. Pricing, F. Travel Expense Reimbursement** is hereby restated in its entirety as follows:

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

2. **Contract, Section 4. Pricing, B. Customer Discount** is hereby restated in its entirety as follows:

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

3. **Contract, Section 5. DIR Administrative Fee, B)** is hereby restated in its entirety as follows:

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

4. **Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott, Manager
Contract & Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: robin.abbott@dir.texas.gov

If sent to the vendor:

Ms. Lorraine Cherrick, General Counsel
CSI Leasing, Inc.
9990 Old Olive Street Road
St. Louis, MO 63141
Phone: (314) 997-7010
Facsimile: (314) 997-7844
Email: lorraine.cherrick@csileasing.com

5. **Appendix A. Standard Terms and Conditions For Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Services Contracts** dated 12/17/2012.
6. **Appendix C – Pricing Index** is hereby replaced in its entirety with **Appendix C – Pricing Index** dated April 2013, as attached to this Amendment Number 1.
7. **Appendix E – Master Leasing Operating Lease Agreement** is hereby replaced in its entirety with **Appendix E – Master Operating Lease Agreement** dated April 2013, as attached to this Amendment Number 1.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1 and then Contract DIR-SDD-1880.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 1 to be effective as of the date of last signature.

CSI LEASING, INC.

By: Signature on file

Name: Joan M. Kersting

Title: Senior Vice President and Associate General Counsel

Date: June 4, 2013

The State of Texas, acting by and through the Department of Information Resources

By: Signature on file

Name: Carl Marsh

Title: Chief Operating Officer

Date: 6/9/13

**Office of
General Counsel:** Signature on file 6/6/13